

## Executive Summary Form -- Professional Service Agreement

Contract Name: Performance Contract with Robert Wagner

Contract Number: \_\_\_\_\_

Statement of Purpose and Need (3-5 Sentences)

Motivational Speaker Robert Wagner will speak at the Gila County Attorney's Office retreat scheduled for September 30, 2011 at the Gila County Sheriff's Substation in Roosevelt. Mr. Wagner is scheduled to speak for 90 minutes on leadership, communication and team development.

Contract End Date: 9/30/11

Renewal Option: ☐ Yes

Maximum Dollar Limit: \$ 1,000

☒ No

Contact Information:

Firm Name: \_\_\_\_\_

Contact Person: Robert Wagner

Address: 710 S. Hardy Dr. #C114

Phone: 480-334-0341

City: Tempe State: AZ Zip: 85281

FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Fund: General - Gila County Attorney's Off.

Type of Funds: ☐ Restricted

☐ Grant

Fund Code: 1005.301-4340.61

☒ General Fund

☐ Other

Special Notes:

### Performer Contract Agreement

This contract of personal entertainment services of Artist(s) engaged below is made on the day of August 15<sup>th</sup> 2011, between the undersigned: herein called "Purchaser" and Robert Wagner, herein called "Artist."

The ARTIST agrees to render to the purchaser entertainment services and the PURCHASER agrees to the hire the artist on the following terms and conditions:

Company: Gila County Attorney's Office  
Address : 1400 E. Ash St. Globe, AZ 85501

Date/Place of Engagement September 30, 2011 / Roosevelt Lake  
Time of engagement Approx 1:30-3:00

Type of engagement Humor/Motivational Speaking Set Length by Artist 90 mins

Compensation Agreement \$1,000  
(Purchaser understands that ARTIST must be paid in full prior to engagement by either check or money order.)

It is hereby agreed that the undersigned ARTIST is an independent contractor and not an employee of the undersigned PURCHASER. The agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond control. If this occurs, deposits shall be returned in full to PURCHASER.

PURCHASER understands that he/she is obligated to pay for services by ARTIST unless it becomes impossible for purchaser to provide a place of performance due to an act of God. This contract shall be governed by the state of Arizona.

<u>Daisy Flores</u>	<u>Robert Wagner</u>
PURCHASER'S FULL NAME	ARTIST
<u><i>Michael A. Pastor for Gila County Attorney Daisy Flores</i></u>	<u><i>Robert Wagner</i></u>
Signature of PURCHASER	Signature
<u></u>	<u>710 S. Hardy Dr. #C114</u>
Street Address	Street Address
<u></u>	<u>Tempe, AZ 85281</u>
City/State/ZIP	City/State/Zip
<u>Michael A. Pastor, Chairman</u>	<u>Bryan B. Chambers, Legal Counsel</u>

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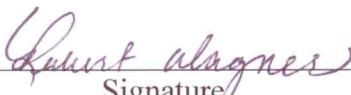
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_____ PURCHASER'S FULL NAME	_____ Robert Wagner ARTIST
_____ Signature of PURCHASER	_____  Signature
_____ Street Address	_____ 710 S. Hardy Dr. #C114 Street Address
_____ City/State/ZIP	_____ Tempe, AZ 85281 City/State/Zip



## Gila County Contractor Standard Terms and Conditions Addendum

### A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

### B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

### C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

### D. Relationship of the Parties

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the

County.

E. Non-Appropriations Clause

Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

H. Non-Waiver of Enforceability



Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

#### I. Governing Law

Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

#### J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

#### K. Anti-Terrorism Warranty

Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

#### L. Legal Arizona Workers Act Compliance

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor

shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Rupert Wagner  
Contractor

8/16/11  
Date

\_\_\_\_\_  
Gila County

\_\_\_\_\_  
Date